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DESOTO COUNTY, MS
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Section: 33, Township: 1S, and Range: 6W

Sullivan & Worcester LLP
One Post Office Square
Boston, Massachusetts 02109
Attn: Karen Carp, Esq.
Telephone No. (617) 338-2829

After recording please return to:
Tien Thoong, Account Executive
Parasec Incorporated
2804 Gateway Oaks Dr #200
Sacramento, CA 95833-3509

Prior Recorded Instrument: Book 75, Page 447
COMMONWEALTH OF MASSACHUSETTS
COUNTY OF SUFFOLK

MISSISSIPPI
ASSIGNMENT AND ASSUMPTION OF LEASE OR OTHER AGREEMENT

Olive Branch MS -- 306333

THIS Assignment and Assumption dated as of 9:00 am on February 28, 2007 is from
Tower Asset Sub, LLC, a Delaware limited liability company ("Assignor") to **American Tower
Asset Sub, LLC**, a Delaware limited liability company ("Assignee") whose mailing address is:
116 Huntington Avenue, Boston, MA 02116.

Agreement:

NOW, THEREFORE, in consideration of \$10.00 and for other good and valuable
consideration, receipt and sufficiency of which is hereby acknowledged, the Parties agree as
follows:

1. Assignor does hereby irrevocably transfer and assign to Assignee all of the right,
title and interest of Assignor in, to and under the lease or other document described in Schedule
A attached hereto together with any easements and other agreements, permits, rights and
appurtenances pertaining thereto (in each case, to the extent assignable) (collectively, the "Land
Lease") and forming a part hereof together with any and all of Assignor's right, title and interest
in and to the buildings, towers and other improvements located at the real property described on

Right on June
(enw)

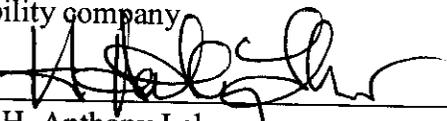
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Annex 1 hereto and leased pursuant to such Land Lease and all leases or subleases with respect thereto pursuant to which Assignor leases any part thereof to others (collectively the "Tower Leases"). Assignee hereby assumes and agrees to pay, perform and discharge when due all of the liabilities, obligations, and duties of Assignor under the Land Lease and the Tower Leases.

2. The parties hereto do hereby agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all such further agreements and assurances as either of the parties hereto may reasonably require to consummate the transactions contemplated hereunder.

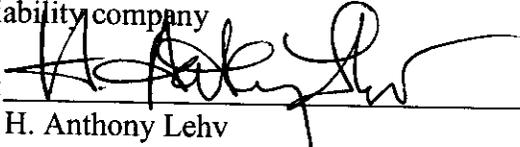
IN WITNESS WHEREOF, each party has caused this Assignment and Assumption to be duly executed and delivered in its name and on its behalf, as of the date first above written, with actual execution on the date in the acknowledgement below.

Tower Asset Sub, LLC, a Delaware limited liability company

By: 

H. Anthony Lehv
Senior Vice President

American Tower Asset Sub, LLC, a Delaware limited liability company

By: 

H. Anthony Lehv
Senior Vice President

ADDRESS OF ASSIGNOR:

116 Huntington Ave.
Boston, MA 02116

Business Phone: 617-375-7500

ADDRESS OF ASSIGNEE:

116 Huntington Ave.
Boston, MA 02116

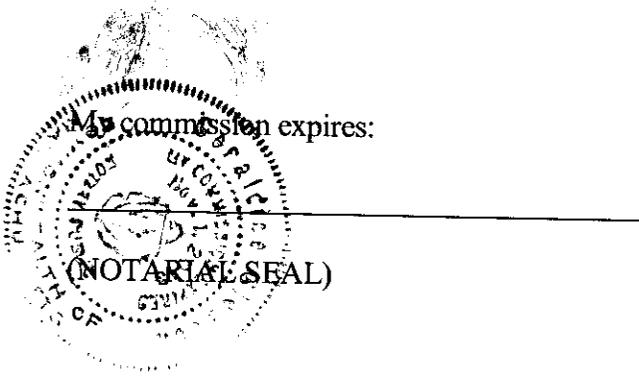
Business Phone: 617-375-7500

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK

Personally appeared before me, the undersigned authority in and for the said county and state, on this 19 day of February, 2007 within my jurisdiction, the within named H. Anthony Lehv, duly identified before me, who acknowledged to me that he is the Senior Vice President of **Tower Asset Sub, LLC**, a Delaware limited liability company, and that as such Senior Vice President for and on behalf of said limited liability company, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

Geraldine Gleason
NOTARY PUBLIC



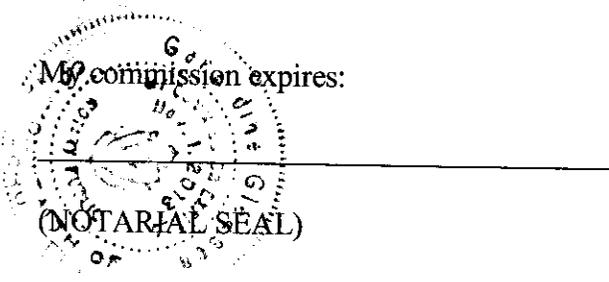
Geraldine Gleason
Notary Public
Commonwealth of Massachusetts
My Commission Expires
November 1, 2013

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK

Personally appeared before me, the undersigned authority in and for the said county and state, on this 19 day of February, 2007 within my jurisdiction, the within named H. Anthony Lehv, duly identified before me, who acknowledged to me that he is the Senior Vice President of **American Tower Asset Sub, LLC**, a Delaware limited liability company, and that as such Senior Vice President for and on behalf of said limited liability company, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

Geraldine Gleason
NOTARY PUBLIC



Geraldine Gleason
Notary Public
Commonwealth of Massachusetts
My Commission Expires
November 1, 2013

Schedule A
to Assignment and Assumption Agreement

COMMUNICATIONS SITE LEASE AGREEMENT (GROUND) dated as of July 2, 1997 between JCN INVESTMENT CO., INC., a Mississippi corporation and Dial Call, Inc., a Georgia Corporation, d/b/a Nextel Communications, as amended, a memorandum or other notice of which is recorded in Book/Page: 75/447, which COMMUNICATIONS SITE LEASE AGREEMENT (GROUND) affects the property described on Annex 1 hereto.

Annex 1
to Assignment and Assumption Agreement

Legal Description

(See attached)

ATC # 306333
Olive Branch MS
DeSoto County, Mississippi

A 0.23 acre tract in the Southwest Quarter of Section 33, Township 1 South, Range 6 West, Olive Branch, DeSoto County, Mississippi, Being part of a 25.00 acre tract as recorded in Deed Book 285, Page 75, in the Chancery Clerk's Office of DeSoto County, Mississippi.

Beginning at an old 1" iron pipe found at the Northwest Corner of the Southwest Quarter of Section 33, Township 1 South, Range 6 West, Olive Branch, DeSoto County, Mississippi; thence run South $03^{\circ} 34' 22''$ West for a distance of 265.22 feet to a point; thence run South $00^{\circ} 47' 18''$ East for a distance of 265.71 feet to a point; thence run South $01^{\circ} 46' 03''$ West for a distance of 210.95 feet to a point; thence run South $03^{\circ} 41' 37''$ West for a distance of 97.89 feet to a point; thence run South $03^{\circ} 40' 17''$ West for a distance of 53.12 feet to a point; thence run South $88^{\circ} 09' 21''$ East for a distance of 25.75 feet to the Point of Beginning; thence run South $88^{\circ} 09' 21''$ East for a distance of 99.25 feet to a point; thence run South $03^{\circ} 40' 17''$ West for a distance of 100.00 feet to a point; thence run North $88^{\circ} 09' 21''$ West for a distance of 97.05 feet to a point; thence run North $02^{\circ} 24' 35''$ East for a distance of 100.19 feet to the Point of Beginning, containing 9824.32 square feet or 0.23 acres. All according to survey of William L. Howell, Registered Land Surveyor, dated July 9, 1997.